



Bence Property Tax Management, L.L.C.
Texas Property Tax Consultants
OPEN THE DOOR TO PROPERTY TAX SAVINGS

1018 East Tyler, Harlingen, Texas 78550 • Telephone 956-440-8904 • Facsimile 956-440-8902 • Email: info@benceptm.com •
 Website: bencepropertytaxmanagement.com

2 Year Property Tax Service Agreement 2019-2020

This Service Agreement (“Agreement”) is made between the undersigned property owner or authorized agent of property owner (“Client”) and Bence Property Tax Management, L.L.C., a Texas Limited Liability Company (“BPTM”). BPTM agrees to represent Client in appealing Client’s Texas property taxes. BPTM agrees to perform the following:

- File Notice of Protest
- Prepare\Present protests to the Appraisal District
- Analyze existing assessments
- Appeal protests to the Appraisal Review Board

If BPTM determines it may be possible to obtain a reduced assessment on the Client’s property, Client agrees to allow BPTM to use BPTM’s **sole discretion** as to whether a final assessment of the Client’s property is acceptable and reasonable. Client must timely provide all necessary information for the protest process.

The Client hereby engages BPTM to provide property tax reduction service for contingency fee of **50%** of all property taxes saved through the administrative hearings, excluding binding arbitration. BPTM is responsible for all costs related to the administrative hearings, excluding binding arbitration. **Client agrees BPTM’s services are limited to the administrative hearings and creates no binding obligation upon BPTM to perform litigation services, or participate in binding arbitration.** Tax savings are defined as follows: subtract the property’s final assessed value for each year from its initial assessed value, then multiply that amount by the previous year’s total tax rate. The resulting number equals the amount of tax savings. For example, if the initial assessed value is \$100,000.00 and the final assessed value is \$90,000.00, and your tax rate is 3%, property tax saved are \$300.00 (\$100,000 -\$90,000 x 3%). Billings are due upon receipt and payment is considered late if made more than 30 days after receipt of the invoice. Invoices not paid in full when due will accrue 1.5% per month until paid. Any legal action arising out of this agreement shall be brought in Cameron County, Texas. Client specifically waives failure of consideration as an affirmative defense and waives any right to a jury. Should client fail to satisfy any and all outstanding fees, penalties or costs to BPTM, Client agrees BPTM holds the unilateral right to terminate representation of Client by April 1st. Should Client fail to notify BPTM by April 1st of Client’s intent to withdraw authority of representation, Client will be responsible to BPTM for any and all tax savings achieved.

BPTM agrees to use reasonable efforts to obtain a reduction in the tax assessment of the Client’s property, but does not make any guarantee, representation, warranty or promise as to the results that may be obtained or the actual assessed value of the Client’s property that may be achieved by virtue of BPTM’s services. BPTM shall not be responsible for any damages to Client for any tax liability arising from BPTM services.

With respect to the services to be performed by BPTM, BPTM shall not be liable to the Client nor to anyone who claims any right by, through, or under the Client, for any acts or omissions by BPTM, its agents or employees unless said acts or omissions are due to BPTM’s willful misconduct or gross negligence. All warranties are hereby disclaimed. Client agrees BPTM will represent Client for two consecutive years, being the year the contract is signed and the following year.

This Agreement contains the entire agreement of the parties and supersedes any prior understanding, or written or oral agreements between the parties. No supplement, modification, waiver, or termination of this agreement shall be binding unless executed in writing by the party to be bound hereby.

To confirm the employment of BPTM and indicate your agreement with the terms above, sign this agreement and return it to BPTM.

Agreed to and accepted:

BPTM, L.L.C. Agent

Property Owner/Agent

Signature: _____

Print Name & Title: _____

Phone Number: _____ Fax Number: _____

Date: _____ CAD # _____